

2329

AGREEMENT
BETWEEN
BOROUGH OF PALISADES PARK
AND
TEAMSTERS LOCAL 97 OF NEW JERSEY
BLUE COLLAR CONTRACT

JANUARY 1, 1994

DECEMBER 31, 1996

AGREEMENT

THIS AGREEMENT made as of the day of February , 1994
by and between the Borough of Palisades Park, a municipality in the
County of Bergen and the State of New Jersey, hereinafter referred
to as the "Borough" and the TEAMSTERS LOCAL NO. 97 OF NEW JERSEY,
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter
referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties
hereto to promote and improve the harmonious and economic relations
between the employer and its employees and to establish a basic
understanding relative to rates of pay, hours and work and other
conditions of employment consistent with the law and established
practices not modified by this Agreement:

NOW THEREFORE, the parties hereto mutually agree as
follows:

ARTICLE I.

UNION RECOGNITION AND CHECK OFF

1. The Borough recognizes the Union as the exclusive
representative as certified previously by the New Jersey Public
Employment Relations Commission for the purpose of collective
negotiations with respect to the terms and conditions of employment
of all full time blue collar employees employed by Palisades Park,
Bergen County, New Jersey but excluding those employed in the
Police Department and all office clerical employees, professional

employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by the Agreement (in the form agreed upon between the Borough and Union and consistent with applicable law) the Borough agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

The Borough shall promptly remit monthly any and all amounts so deducted with a list of such deductions of the Secretary-Treasurer of the Union.

3. The Borough will notify the Secretary-Treasurer of the Union within three (3) days of hire of all employees, their address, birth date, classification, rate of pay and social security number and of all removals of employees from the Borough's payroll.

4. There shall be an agency shop effective May 11, 1981.

ARTICLE II.

COLLECTIVE NEGOTIATING PROCEDURE

This Agreement shall be in force from January 1, 1994 through December 31, 1996.

ARTICLE III.

VISITATION & BULLETIN BOARD

1. The Union representative will be permitted to visit Union Stewards and members on Borough premises for the purpose of discussing Union business.

2. The Borough shall supply bulletin boards for the use of the Union one of which shall be placed in a conspicuous location in the Borough Garage for the posting of notices and bulletins pertaining only to Union matters.

All such bulletins must be posted only upon authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE IV.

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional representatives of each party, plus counsel and one expert, shall participate in collective negotiating meetings except by consent of both parties. During any Bargaining or Negotiating Session, the Bargaining UNIT

shall be two (2) employees who attend with pay, plus any other non-employed Union Representative they so desire.

2. Collective negotiations for the contract period beginning January 1, 1997 shall commence on or about November 1, 1996.

3. Negotiating sessions shall begin at 3:00 p.m. on the date agreed upon and Union representative (not exceeding the number shown in Section 1 on duty on that day) shall be permitted to attend that negotiating session without loss of pay. No other payment will be made to Union representative for the negotiating session.

ARTICLE V.

MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management right of the elected or appointed officials in charge of the various departments of Borough government. The Borough retains the exclusive right to hire, plan, direct and control operations, to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force, to hire and layoff employees in accordance with lawful procedures and to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. The Borough, through the Superintendent of Public Works, retains the exclusive right to

direct and establish the daily schedule and work assignments of the working force. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement, shall be made the subject of a grievance.

ARTICLE VI.

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employee represented by the Union because of membership or activity in the Union. The Union, or any of its agent, shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VII.

SALARY AND WAGES

1. Employees covered by the Agreement shall receive effective January 1, 1994, an increase of \$1500.00 to their existing base salary.

2. Employees covered by the Agreement shall receive, effective January 1, 1995 an increase of \$1800.00 to their then base salary.

3. Employees covered by the Agreement shall receive, effective January 1, 1996, an increase of \$2,000.00 to their then base salary.

4. Employees shall be compensated for their services in each position with the following annual wage brackets:

<u>Street Department</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
1. Driver	\$32,825.00	\$34,625.00	\$36,625.00
2. Laborer	\$32,125.00	\$33,925.00	\$35,925.00
3. Head Mechanic	\$42,105.00	\$43,905.00	\$45,905.00

It is agreed that commencing January 1, 1994, all agreed to salary increases shall be given to all employees covered by this Agreement no later than the 3rd week of January.

5. New employees, hired after January 1, 1994, shall be compensated for their services in each position with the following annual wage brackets:

<u>Street Department</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
1. Driver	\$24,700.00	\$26,500.00	\$28,500.00
2. Laborer	24,000.00	25,800.00	27,800.00

ARTICLE VIII.

LONGEVITY

1. Payments shall be made to employees with unbroken, continuous long term service to the Borough as follows:

- a. Employees completing 48 months (4 years) of service at 2% of base annual salary not including over-time.
- b. Employees completing 96 months (8 years) of service at 4% of base annual salary not including over-time.

- c. Employees completing 144 months (12 years) of service at 6% of base annual salary not including over-time.
- d. Employees completing 192 months (18 years) of service at 8% of base annual salary not including over-time.
- years) e. Employees completing 240 months (20 years) of service at 10% of base annual salary not including over-time.

2. It is understood that no employee irrespective of length of service shall be entitled to more than 10% longevity compensation.

3. The longevity compensation increases shall commence on the first day of the month next following employees attainments of the eligibility therefor.

4. In computing over-time, longevity pay shall be considered.

5. Longevity payments shall be paid weekly.

6. Part-time employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

ARTICLE IX.

HEALTH BENEFITS

1. Premiums for the current Health Benefits Plan, now provided for Borough employees, shall be paid by the Borough affected.

Employees must work at least twenty (20) hours per week to be eligible for coverage.

2. Summer seasonal and per diem workers are not eligible.

3. Borough will supply Blue Cross and Blue Shield and Major Medical or its equivalent and drug co-pay at its sole cost for any employee of the Bargaining Unit who has been employed at least twenty-five (25) years by the Borough and has retired. Said payments would be made by the Borough until said employee reaches the age of sixty-five (65) years.

ARTICLE X.

WORK SCHEDULE OVERTIME COMPENSATORY TIME OFF

1. The standard work for all employees hired prior to December 31, 1987 shall consist of eight (8) hours per day, Monday to Friday, forty (40) hours per week with the starting time that is in effect December 31, 1986.

1a. Employees hired on or after January 1, 1988 may be hired for a work to consist of eight (8) hours per day, forty (40) hours per week - five (5) consecutive days in a work week established by the appropriate Department Heads.

It is understood that all time worked after eight (8) hours in a work day or forty (40) hours in a five (5) consecutive day work week shall be compensated 1 1/2 times the hourly rate of pay. Any work performed on the seventh (7th) day of a work week shall be compensated at the premium rate of pay for work performed if Sunday were the seventh (7) day.

Example: Standard Work Week, Section (1)

M.T.W.T.F. = 40 hours

Saturday 5 hours = 1 1/2

Sunday 6 hours = 2 X hourly rate of pay

Section (1a)

M.T.W.T.F. = 40 hours

6 day or Sunday 5 hours = 1 1/2

7th day or Monday 6 hours = 2 X hourly rate of
pay

All holiday shall be compensated according to Holiday pay
article.

2. The Superintendent of Public Works shall have the right, for the efficient operation of Municipal affairs, to make changes in starting and stopping times of the daily work schedule so long as the total work week does not exceed eighty (80) hours in each two-week pay period. Shop steward should be notified of any changes. The call back time of four (4) hours is hereby eliminated from the terms of the Contract of May 25, 1979, effective May 11, 1981, and hereafter employees shall only be paid for the actual time worked.

3. Overtime:

a. Employees shall be paid overtime as follows:

- (1) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one-half.
- (2) The employees standard hourly rate (his annual salary divided by 2,080 annual hours of work) shall be used in computing overtime pay.

- (3) Part-time workers shall not be entitled to time and one-half pay unless they work more than forty (40) hours in a week.
- (4) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.
- (5) When an employee, other than an employee in the exempt category, is required to work on a holiday, he shall receive two (2) times regular pay for the hours worked on the holiday.
- (6) Overtime must be authorized by the Department Head or his designated deputy and entered on the weekly time sheets.
- (7) Overtime earned may be credited to the employee's Compensatory Time Off account to the extent permitted in the section covering Compensatory Time Off. The taking of such Compensatory Time Off may be arranged only at the discretion of the Department Head.
- (8) Employees shall be entitled to be paid at the rate of time and one-half for all hours worked on Saturdays and at the rate of double time for all hours worked on Sundays, or holidays except the Department of Sanitation employees who work on the Friday following Thanksgiving who shall be entitled to a compensatory day off for work on said day, except for employees hired after January 1, 1988, as set forth in Article X 1a.

4. It is further agreed that a foreman shall commence work at 5:30 a.m. rather than the present time of 8:00 a.m. and shall perform the normal eight (8) hour shift.

ARTICLE XI.

WORK CLOTHING

1. The employer agrees, at its sole cost, to supply members of the Bargaining Unit with five (5) sets of shirts and pants for a winter uniform and five (5) sets of shirts and pants

for a summer uniform every other year starting May 1, 1992. In addition, the Borough at its sole cost, shall supply jackets to the members of the Bargaining Unit and shall replace same at the rate of one (1) jacket per year.

2. The members of the Bargaining Unit shall receive the sum of One Hundred and Fifty Dollars (\$150.00) toward the purchase of rain gear, gloves and shoes at a location designated by the employer.

ARTICLE XII.

TIRE AND TIRE REPAIR

The Borough shall provide for adequate availability of tires, mounted and in the garage and for the availability of tire repair commencing at 5:30 A.M. All tire repairs are to be performed by the head mechanic on an "as needed" basis. The time required for all tire repair shall be included in the head mechanic's regular work schedule. No overtime payments are permissible or shall be approved for the head mechanic for the purpose of conducting tire repairs.

In addition to the annual increases set forth in Article VII of this Agreement, the head mechanic shall receive an additional \$5,200.00, which shall be incorporated into his base salary, in 1994. This shall be a one time increase and, therefore, the only salary increases to which he shall be entitled in 1995 and 1996 shall be as set forth in Article VII.

ARTICLE XIII

PAY DURING ABSENCE

1. Unscheduled absences - If, for any reason, an employee is unable to report for duty, he must notify his department head as soon as possible, and before his scheduled starting time. Irregular or poor attendance may be cause for disciplinary action.

2a. Employees would be permitted to accrue up to fifteen (15) days per year sick leave provided total accrual may not exceed sixty (60) days and employees shall have the option, at retirement, to use the accrued sick leave and accept payment of one-half the accrued sick leave at the regular rate of pay in lieu thereof. They will be incorporated within the contract Section 4 of Ordinance No. 922.

2b. Any employee who has accumulated sixty (60) days of such time will be paid for the unused sick leave from the previous year under the following schedule.

(a) 1-15 unused sick days - 100% of regular salary

Payment shall be made no later than January 30 of the year following the accrual.

3. Employees shall be entitled to three (3) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate family. Provided, however, if the immediate member of the family as defined hereafter, resided outside more than one hundred miles from the Borough, then said full time employee shall be entitled to five (5) days leave with pay, with the consent of the Superintendent of Public Works. Immediate family shall include spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters, and grandparents of employee or spouse.

4a. For every full time employee who retires with ten (10) full years of service, they shall be given the equivalent of one (1) month's salary as termination pay. This paragraph shall be

limited to employees who retire from the employment and shall not include employees who retire for other employment.

4b. For every full time employee who retires with twenty (20) full years of service, they shall be given the equivalent of two (2) month's salary as termination pay.

4c. For every full time employee who retires with twenty-five (25) years of service, they shall be given the equivalent of three (3) month's salary as termination pay.

4d. For every full time employee who retires with thirty (30) full years of service, they shall be given the equivalent of four (4) month's salary as termination pay.

5. Each employee who retires after twenty-five (25) years of full time service to the Borough shall receive whatever health benefits are available payable by the Borough from the New Jersey State Health Benefits Program Act, and all other benefits provided by the State.

6. If a full time employee dies before the receipt of any accrued terminal leave benefits, these benefits shall be distributed according to the provisions contained within the employee's Last Will and Testament for the distribution of his accrued terminal leave benefits, or should the employee die intestate, these benefits shall be distributed according to the laws of intestate succession operative within the State of New Jersey.

7. Each of the officers and positions of employment hereinabove named that have not been established or created by

virtue of any statute, ordinance or resolution or other lawful authority required, is hereby established, created, ratified and confirmed.

8. If any section, sub-section, sentence, clause, phrase or portion of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Contract.

9. The employer will provide at its sole cost a disability insurance plan as set forth and made available by the state of New Jersey for public employees and same shall become effective as soon as possible.

ARTICLE XIV.

SNOW REMOVAL

Employees performing snow plowing work for more than four (4) consecutive hours may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work, a ten-minute coffee break may be taken, provided, however, the employees shall not return to the garage for such break.

ARTICLE XV.

VACATION

1. Vacation leave is earned and accumulated in the following manner:

a. One and 1/6 days per month in the first year.

- b. From the beginning of the second year to and including the tenth year, employees earn vacation at the rate of 1.25 days per month (15 days per year).
- c. From the beginning of the eleventh year and thereafter, employees earn vacation at the rate of one and 2/3 days per month (20 days per year).

2. Seasonal, summer or per diem workers are not eligible for vacation leave, sick leave or bereaved leave.

3. General information:

- (a) In the event of the termination of his employment prior to repayment of advance vacation leave, the necessary salary adjustment will be made on the employees final paycheck.
- (b) Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of his employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.
- (c) If the employee resigns with prior notice or plans to retire, he may be paid for his earned and unused vacation leave as of the effective date of his termination. In no case may an employee be paid for more than one (1) year of unused vacation leave.
- (d) If the employee should die while employed; a sum of money equal to his earned and unused vacation leave shall be paid to his estate.
- (e) The salary paid to the employee while on vacation leave shall be the same amount he would have earned had he worked regular straight time hours during his vacation period.
- (f) If the employee is on leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month.

(g) If a holiday observed by the Borough occurs during the period of the employee's vacation leave, it is not charged against the balance of his vacation leave and he may request an equivalent day off.

(h) Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is conflict in the datea proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation shall be scheduled in other than the summer months when the needs of the department require it.

ARTICLE XVI.

HOLIDAYS

1. Each full time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Thanksgiving	Friday following Thanksgiving
Labor Day	Election Day (Nov. of each year)
Veteran's Day	Christmas Day
Columbus Day	Employee's Birthday
Martin Luther King's Birthday	

2. General Information:

(a) If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation.

(b) In order for an employee to be eligible for Holiday pay as provided above, he must work the day before and the day after the Holiday unless he is given express written approval to be absent by the Superintendent of Public Works.

ARTICLE XVII.

POSTING

The employer shall make every effort to fill job vacancies within the Bargaining Unit with employees currently working within the Unit.

ARTICLE XVIII.

STEWARDS

1. The Borough recognized the right of the Union to designate one (1) Chief Steward and one (1) Assistant Steward for the enforcement of this Agreement. The Union shall also have the right to designate one (1) alternative Steward whose power will become effective only if the Chief Steward is absent. The Union shall furnish the Borough with written lists of the Stewards and alternates and notify the Borough of any changes.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with,

and are authorized by the Local Union or its officers.

3. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearing and meetings and conferences on Contract negotiations with the Borough officials.

ARTICLE XIX.

GRIEVANCES

1. For the purpose of this Agreement, the term "Grievance" means any difference or dispute between the Borough and the Union or between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1 The aggrieved employee shall discuss his problem with his Union Steward and Department Head who shall attempt to settle the problem within forty-eight (48) hours from the time it was first presented.

Step 2 If the grievance is not resolved at Step 1, it shall be reduced to writing by the aggrieved employee and one (1) copy immediately furnished to the Borough Clerk Administrator and one (1) copy to the Department Head. The Department Head and Chief Steward shall meet and attempt to solve the problem within forty-eight (48) hours from the time it was presented.

Step 3 Failing to find a mutually satisfactory solution in Step 2, a meeting shall be arranged between the Grievance Committee of the Union and representative of the Borough Committee with the object of

settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

Step 4 If Steps 1, 2 and 3 fail, then Article 20 for Arbitration shall apply.

3. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

ARTICLE XX.

ARBITRATION

1. If a grievance is not settled under Article 19, such grievance shall at the request of the Union or Borough be referred to the State Board of Mediation for the selection of an arbitrator according to its rules.

2. The decision of the arbitrator shall be final and binding upon the parties.

3. All submissions to arbitration must be made within reasonable time.

4. The arbitrator appointed under the above procedure shall interpret the provisions of the Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXI.

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of

transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. The seniority of an employee is defined at the length of service of Borough employee dating back to his first date of hire. It is the intent of the parties that there shall be an overall seniority list of all members of the within Bargaining Unit.

3. In the event of lay-offs and rehiring, the last person hired shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority provided the more senior employee is able to do the available work in a satisfactory manner. This standard of rehiring after lay-off shall apply for two (2) years from the date of lay-off. In the event that a person who is the subject of a lay-off is rehired within two (2) years from the date of the lay off, that person shall be re-hired at the salary which he or she would have earned in the event that that person was not the subject of a lay off, including increases pursuant to this Contract which would have accrued during the period of the lay off.

4. When promotions to higher labor grade or transfer to another grade are in order the Borough shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

5. The Union shall provide a Seniority list to the Borough within thirty (30) days. Seniority lists shall be updated

when necessary and shall be posted on the Union Bulletin Boards showing the employee's names and seniority dates. It shall be the responsibility of the Union or its designee to maintain the Seniority List.

ARTICLE XXII.

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

- (a) Voluntarily quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of leave of absence shall be deemed to constitute a voluntary quitting.
- (b) Discharge for cause.
- (c) Failure to report for work within twenty-four (24) hours when called back (after lay-off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to excusable.
- (d) Failure to be called back to work for a period of two (2) years after lay-off, unless a greater period of time to be established by Agreement between the Borough and the Union.

ARTICLE XXIII.

SALARY ADJUSTMENT

1. It is understood that one of the members of the Bargaining Unit devotes part of his employment time to performing work as a mechanic. It is agreed that said employee shall keep accurate records approved by his Supervisor of hours expended performing mechanical work and that he shall be compensated at the

rate of one (\$1.00) dollar per hour over and above his present and annual salary by 2,080. Said additional payments, if any, are due and owing and said employee shall be paid within thirty (30) days of receipt of approved statement of hours worked as a mechanic.

2. Any employee who works a day at a higher title than his or her regular title shall be compensated at the rate of pay of the higher title for the day worked at the higher title.

ARTICLE XXIV.

This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS THEREOF, the parties have by their duly authorized representative se their hands and seals this 28th day of March, 1993.

BOROUGH OF PALISADES PARK

By: William Morris
Mayor

TEAMSTERS LOCAL 97

By: Dee O'Toole
President

By: John J. S.
Secretary-Treasurer

ATTESTED:

By: Marie St. Luccia
Borough Clerk

MEMORANDUM OF UNDERSTANDING

BOROUGH OF PALISADES PARK

The Employer (Borough of Palisades Park) agrees that if and when the Police employees receive a vision plan the employees covered by this Agreement shall receive the identical vision plan, within the same time period the Police employees receive such benefit.

(s)

William Mause

Mayor

(s)

President

(s)

Secretary - Treasurer

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made on this 2nd day of December, 1993, shall constitute a memorandum of understanding between the BOROUGH OF PALISADES PARK and TEAMSTERS LOCAL 97 OF NEW JERSEY with regard to the Blue Collar Collective Bargaining Contract commencing on January 1, 1994.

IT IS HEREBY AGREED, by and between the parties that the proposed Agreement which has been submitted to the Borough of Palisades Park by Teamsters Local 97 of New Jersey, a copy of which is annexed hereto, has been accepted and agreed upon between the parties subject to the modification set forth herein.

IT IS the understanding of the parties that Teamsters Local 97 of New Jersey shall arrange to have a final Contract document drafted in accordance with the attached Agreement and the provisions set forth in this memorandum which final Agreement shall circulated among the parties and executed as soon as practicable after authorization by the Mayor and Council of the Borough of Palisades Park of the entry into same based upon the terms described herein.

The attached Agreement, entitled "Agreement Between the Borough of Palisades Park and Teamsters Local 97 of New Jersey, Blue Collar Contract" for the time period commencing on January 1, 1994 and ending on December 31, 1996, a copy of which is annexed hereto is hereby approved by the parties to this memorandum, subject to the following modifications:

1. ARTICLE VII - SALARY AND WAGES - shall be amended as follows:
 - a. Subparagraph 3 of Article VII shall be deleted in its entirety.

2. ARTICLE XII - TIRE AND TIRE REPAIR - shall be amended to include the following language:

The Borough shall provide for adequate availability of tires, mounted and in the garage and for the availability of tire repair commencing at 5:30 A.M. All tire repairs are to be performed by the head mechanic on an "as needed" basis. The time required for all tire repair shall be included in the head mechanic's regular work schedule. No overtime payments are permissible or shall be approved for the head mechanic for the purpose of conducting tire repairs.

In addition to the annual increases set forth in Article VII of this Agreement, the head mechanic shall receive an additional \$5,200.00, which shall be incorporated into his base salary, in 1994. This shall be a one time increase and, therefore, the only salary increases to which he shall be entitled in 1995 and 1996 shall be as set forth in Article VII.

3. ARTICLE VII - SALARY AND WAGES - shall be further amended to add the following paragraph which shall be numbered Paragraph 5 since Paragraph 3 will be deleted. The paragraph to be added is as follows:

New employees, hired after January 1, 1994, shall be compensated for their services in each position with the following annual wage brackets:

<u>Street Department</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
1. Driver	\$24,700.00	\$26,500.00	\$28,500.00
2. Laborer	24,000.00	25,800.00	27,800.00

4. ARTICLE XXI - SENIORITY - Paragraph 3 shall be amended to add the following language:

In the event that a person who is the subject of a laid off is rehired within two (2) years from the date of the lay off, that person shall be re-hired at the salary which he or she would have earned in the event that that person was not the subject of a lay off, including increases pursuant to this Contract which would have accrued during the period of the lay off.

IN WITNESS WHEREOF the parties have by their duly authorized representative set their hands and seals this 21st day of December, 1993.

BOROUGH OF PALISADES PARK

ATTESTED

Marie D. Russo
MARIE D. RUSSO, Clerk

By: William J. Maresca
WILLIAM J. MARESCA, Mayor

TEAMSTERS LOCAL 97 OF N.J.

By: Joseph Ferguson
JOSEPH FERGUSON,
Local Representative\Shop Steward

BOROUGH OF PALISADES PARK
BERGEN COUNTY, NEW JERSEY

NO. _____

Meeting: _____, 1993

Presented by Councilperson _____

Seconded by Councilperson _____

WHEREAS, the Borough of Palisades Park had previously entered into a Collective Bargaining Agreement with TEAMSTERS LOCAL 97 OF NEW JERSEY, a Blue Collar Contract, governing employees within the Department of Public Works; and

WHEREAS, the prior Contract, commencing on December 1, 1991, is scheduled to expire on December 31, 1993; and

WHEREAS, in anticipation of the expiration of that Contract, the Mayor and Council have been engaged in negotiations with Teamsters Local 97 of New Jersey for a new Contract to commence on January 1, 1994; and

WHEREAS, a proposed Agreement has been submitted to the Mayor and Council by Teamsters Local 97 of New Jersey which proposed Agreement has been reviewed by the appropriate committees of the Mayor and Council and the Council Liaison to the Department of Public Works; and

WHEREAS, negotiations have been undertaken between the two bodies for the purpose of finalizing that agreement; and

WHEREAS, the appropriate committee, Council Liaison and Borough Attorney have agreed upon several modifications to the proposed Agreement, as evidenced by the attached Memorandum of Understanding,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Palisades Park, County of Bergen and State of New Jersey as follows:

1. The attached Memorandum of Understanding which summarizes an Agreement between the Borough of Palisades Park and Teamsters Local 97 of New Jersey for the entry into a Blue Collar Contract he and is hereby approved by the Council;

2. The term of the Collective Bargaining Agreement set forth above and summarized on the attached Memorandum of Understanding shall commence on January 1, 1994 and shall end on December 31,1996.

3. Upon receipt of the final Agreement from Teamsters Local 97 of New Jersey and upon approval of same by the Borough Attorney, the Mayor and the Borough Clerk be and are hereby authorized and directed to execute same on behalf of the Mayor and Council of the Borough of Palisades Park;

4. The Borough Attorney is hereby authorized to prepare any and all necessary ordinances or resolutions in order to effectuate the provisions of this Agreement.

BE IT FURTHER RESOLVED that the entry into this Agreement is specifically contingent upon the availability of the necessary funds in order to facilitate this agreement and the certification of same by the Chief Financial Officer of the Borough of Palisades Park;

BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward certified copies of this Resolution to the Chief Financial Officer, the Borough Auditor, the Payroll Department, the Department of Public Works, and Teamsters Local 97 of New Jersey.

ROLL CALL VOTE:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
ALBANESE	(<u> </u>)	(<u> </u>)	(<u> </u>)
BUCKHOLZ	(<u> </u>)	(<u> </u>)	(<u> </u>)
BYRNES	(<u> </u>)	(<u> </u>)	(<u> </u>)
CHRISTOLIAS	(<u> </u>)	(<u> </u>)	(<u> </u>)
FLYNN	(<u> </u>)	(<u> </u>)	(<u> </u>)
SPOHN	(<u> </u>)	(<u> </u>)	(<u> </u>)

Approved on _____ 1993

Attest:

MARIE D. RUSSO,
BOROUGH CLERK

WILLIAM MARESCA,
MAYOR